

Brandon Glickstein 9/15/2016

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IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

FRANK A. and SHELLY PALOMBARO, JR., \*

et al., \*

Plaintiffs

Case No.

\* 1:15-CV-00792-SJD

vs. \*

EMERY FEDERAL CREDIT UNION, \*

Defendant \*

\* \* \* \* \*

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
NORTHERN DIVISION

EDWARD J. FANGMAN, et al., \*

Plaintiffs

\* Civil Action No.

1:14-CV-0081-RDB

vs. \*

GENUINE TITLE, LLC, et al., \*

Defendants

\* \* \* \* \*

VIDEO DEPOSITION OF BRANDON GLICKSTEIN  
Thursday, September 15, 2016  
Towson, Maryland

Reported By: Laurie Baker

\* \* \* \* \*

EVANS REPORTING SERVICE  
The Munsey Building, Suite 705  
Seven North Calvert Street  
Baltimore, Maryland 21202

1     **managers at Eagle?**

2           A     To my recollection, it would have been  
3     marketing services.

4           Q     Do you recall the amount of credit that  
5     you were providing to them per deal?

6           A     I can't recall specifically, but, as I  
7     said before, the average was -- it was one to three,  
8     and two would probably be the average.

9           Q     And when you say one to three, you're  
10    talking \$300, one to \$300, with \$200 being the most  
11    predominant?

12          A     Correct. Yes.

13          Q     Using your nomenclature, they would have  
14    been on the CAM model?

15          A     Yes.

16          Q     Did you also pay those people -- did Eagle  
17    predate the CAM model? Was there a time when you  
18    were paying them money?

19          A     So two questions. I think that Eagle did  
20    predate the CAM model. There may have been some  
21    Eagle people that received checks because I do

1 believe that Eagle did predate the CAM model, but  
2 I'm not positive.

3 Q But are you able to say that the  
4 relationships that you had at Eagle, for each  
5 referral, there was either a marketing credit or  
6 money paid to those individuals for their branch  
7 sending people to Genuine Title?

8 A Yes.

9 Q I'll go through some of the branch  
10 managers that I identified in the records and ask  
11 you whether they were your person, or their branch  
12 was your branch or not.

13 MR. KIEVAL: Objection to form.

14 Q Jim Kniest, was he a branch manager that  
15 you dealt with at Eagle?

16 A Yes.

17 Q Is John Hauck a branch manager you dealt  
18 with at Eagle?

19 A Yes.

20 Q Was Bret Springer a branch manager that  
21 you dealt with at Eagle?

1 A Yes.

2 Q Was John Klimcha a branch manager that you  
3 dealt with at Eagle?

4 A Yes.

5 Q Was Gary Klopp a branch manager that you  
6 dealt with at Eagle?

7 A No.

8 Q Was Adam Ellis a branch manager you dealt  
9 with at Eagle?

10 A No.

11 Q Was Angela Poblitz a branch manager you  
12 dealt with at Eagle?

13 A No.

14 Q With respect to the referrals that were  
15 received from Jim Kniest's branch of Eagle, was --  
16 for each deal was a marketing credit -- or strike  
17 that.

18 With respect to the deals that were  
19 referred by Jim Kniest's branch, was there an  
20 agreement in place whereby there would be either  
21 money or marketing credits paid for each of those

1      **referrals?**

2            A      Yes. Can I clarify that? That there was  
3      an understanding, there was not a formal --

4            Q      Written agreement?

5            A      Right.

6            Q      But for those deals, they agreed to refer  
7      it, and you did pay them either money or marketing  
8      credits, correct?

9            A      Correct.

10          Q      John Klimcha, with respect to his branch,  
11      was there an understanding in place whereby they  
12      would send borrowers, Eagle borrowers to you or to  
13      Genuine Title in exchange for either money or  
14      marketing credits?

15          A      Yes.

16          Q      With respect to Bret Springer's branch,  
17      was there an understanding that -- was there an  
18      understanding in place that for every deal sent from  
19      Bret Springer's office or branch that a referral fee  
20      or marketing credits were paid?

21                    MR. KIEVAL: Objection to form.

1           A     With Bret Springer's branch, now I cannot  
2     clearly recall the individuals that we were working  
3     with, that Genuine Title was working with while Bret  
4     Springer was at Eagle, but I do recall that with  
5     regard to Bret Springer's branch, the agreement  
6     would be on an individual basis, individual loan  
7     officer basis.   So --

8           Q     Go ahead.

9           A     Go ahead.

10          Q     Did those individual loan officers receive  
11     either marketing credits or money for each referral?

12                   MR. KIEVAL:   Objection to form.

13          A     They likely would have.   And I say likely  
14     because I cannot recall.   It's easy for me to recall  
15     a manager.   I cannot recall who within the branch we  
16     would have been working with at that time.

17          Q     Do you recall any people at Bret  
18     Springer's branch when he was at Eagle who you can  
19     identify as not receiving either money or marketing  
20     credits for the referrals to Genuine Title?

21          A     No.